

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in compliance with D.N.J. LBR 9004-1(b)	
BODNER LAW PLLC Jonathan S. Bodner, Esq. 55 Cherry Lane, Suite 101 Carle Place, New York 11514 Tel: (516) 444-3923 -and- RAY QUINNEY & NEBEKER P.C. Michael R. Johnson, Esq. David H. Leigh, Esq. 36 South State Street, Suite 1400 Salt Lake City, Utah 84111 Tel: 801.323.3326 <i>Attorneys for BVCV Union Plaza, LLC</i>	
In Re:	Chapter 11
BED BATH & BEYOND INC., et al.,	Case No: 23-13359 (VFP)
Debtors.	(Jointly Administered)

**OBJECTION TO ASSIGNMENT OF BVCV LEASE TO GOLF & TENNIS PRO SHOP, INC., AND TO PROPOSED CURE AMOUNTS [RESPONSE TO DOCKET NO. 1157]**

BVCV Union Plaza, LLC (“BVCV”), by its attorneys, submit this objection to the above-captioned debtors’ (the “Debtors”) *Notice of Assumption of Certain Unexpired Leases* (the “Notice”) [Docket No. 1157] and, in particular, to (a) the proposed assignment of the BVCV Lease to Golf & Tennis Pro Shop, Inc., and (b) to the proposed cure amount referenced by the Debtor with respect to any assignment of the BVCV Lease.

In support hereof, BVCV states as follows:

1. BVCV is the landlord and Debtor Bed Bath & Beyond Inc. is the tenant under a written lease agreement (the “BVCV Lease”) for the lease of retail space (the “Space”) known as Bed Bath & Beyond Store #86, located at the shopping center known as the Union Plaza

Shopping Center having an address of 10011 East 71<sup>st</sup> Street, Tulsa, OK (the “Tulsa Shopping Center”).

2. The Tulsa Shopping Center is a “shopping center” within the meaning of 11 U.S.C. § 365(b)(3).

3. Pursuant to the Notice, the Debtors propose to assume the BVCV Lease, and then assign all of their rights thereunder to Golf & Tennis Pro Shop, Inc. (the “Assignee”) so that the Assignee can use the space for a PGA TOUR Superstore.

4. The proposed Assumption and Assignment Agreement (the “AA Agreement”) related to the BVCV Lease is attached to the Notice as Exhibit C-5.

5. Paragraph 14 of the AA Agreement, under the caption heading “Conditions,” indicates that Assignee’s assumption of the BVCV Lease is conditioned upon a number of items, including the entry of an Order (a) “confirming Assignee’s proposed use of the Premises as a PGA TOUR Superstore does not violate any exclusive restrictions currently in effect (or otherwise receiving such confirmation from the Landlord (as defined below),” and (b) “requiring [BVCV], the landlord under the Lease, to approve and consent to all alterations and/or alterations to the Premises, including without limitation replacement of signage identifying the tenant and any alterations necessary to secure the Premises (as defined in the Lease), including but not limited [to] installing a door between the Premises and the shared loading area (or otherwise receiving such approval and consent from the Landlord) . . .”

6. BVCV is the landlord and Dick’s Sporting Goods, Inc. (“Dick’s”) is the tenant for other retail space in the Tulsa Shopping Center.

7. The lease between BVCV and Dick’s, in paragraph 1.5(a), contains a bargained for restriction which precludes BVCV from leasing space in the Tulsa Shopping Center to persons and entities engaged in the Assignee’s business which, as BVCV understands it, is

selling golf equipment and accessories. Paragraph 1.5(a) of the lease between BVCV and Dick's provides:

(a) Landlord warrants and agrees that, during the term of this Lease, it will not, nor will any entity under common control with Landlord, enter into any lease, license agreement or other similar agreement nor permit any premises in the Shopping Center (other than the Demised Premises and existing tenants of the Shopping Center as set forth in paragraph (e), below) or any land adjacent to or contiguous (but for roadways or access ways) to or within three (3) miles of the Shopping Center which is owned or otherwise controlled by Landlord or a parent, subsidiary or affiliate of Landlord or in which any officer, partner, director or owner of Landlord has any interest (collectively, the "Restricted Property"), **or otherwise transfer or allow a possessory interest in the Restricted Property to an Occupant to be used for the sale, rental and/or distribution, either singly or in any combination of (i) health, fitness and/or exercise equipment; (ii) sporting goods and sporting equipment (including, but not limited to, golf equipment and accessories); (iii) hunting, camping and fishing equipment and accessories; and/or (iv) athletic footwear ("Precluded Use Activity(ies)").** (Emphasis supplied).

8. 11 U.S.C. § 365(b)(3)(C) provides that “adequate assurance of future performance of a lease of real property in a shopping center includes adequate assurance—(C) that assumption or assignment of such lease is subject to all the provisions thereof, including (but not limited to) provisions such as a radius, location, use, or exclusivity provision, **and will not breach any such provision contained in any other lease, financing agreement, or master agreement related to such shopping center.**” (Emphasis supplied).

9. On July 7, 2023, BVCV received by federal express delivery a July 6, 2023 letter from Dick's, through its Vice President and Associate General Counsel Matthew D. Irwin, informing BVCV that the assignment of the BVCV Lease to the Assignee would violate the use restrictions set forth in the Dick's lease and would be a breach of the Dick's lease. Dick's further demanded that BVCV object to assignment of the BVCV Lease to Assignee “to avoid a default by Landlord of the relevant provisions of the Lease.” A copy of the letter is attached hereto as Exhibit A.

10. Based on the foregoing, the Debtors cannot provide BVCV with adequate assurance as a matter of law because the Assignee's intended business activities in the Space—the sale, rental and/or distribution of golf equipment and accessories—would be a breach of BVCV's separate lease agreement with Dick's, and Dick's has already put BVCV on notice that it will view an assignment of the lease to Assignee as a breach of the Dick's lease. As such, the Court must decline to approve the assumption and assignment of the BVCV Lease to the Assignee. *See, e.g., In re Three A's Holdings, LLC*, 364 B.R. 550, 561 (Bankr. D. Del. 2007) “Because the BDOA has standing to press its objection, and the Court having ruled that the proposed assumption and assignment would violate the use restrictions contained in the CC & Rs, the request of the Debtors and the Designation Rights Purchaser for authority to assume and assign the Lease to Walgreens will be denied.”).

11. Moreover, the AA Agreement provides, as a condition to assumption by the Assignee, that the Court enter an Order which requires BVCV “to approve and consent to all alterations and/or alterations to the Premises, including without limitation replacement of signage identifying the tenant and any alterations necessary to secure the Premises (as defined in the Lease), including but not limited [to] installing a door between the Premises and the shared loading area (or otherwise receiving such approval and consent from the Landlord) . . .”

12. This language is objectionable and violative of Section 365(b)(3)(C) because BVCV's rights and obligations concerning the Space, including its approval rights for alterations and signage, are set forth in the BVCV Lease, and Section 365(b)(3)(C) expressly provides that adequate assurance requires “that assumption or assignment of such lease is subject to all the provisions thereof . . .”

13. Simply put, even without the use restrictions in the Dick's lease which preclude as a matter of law the assumption and assignment of the BVCV Lease to Assignee, any assignee of

the BCVC Lease must look solely to the terms of the lease for its rights, including any rights to make alterations or to hang signage, and the Court should not enter an Order which modifies the lease by potentially providing the assignee with greater rights than it has by contract.<sup>1</sup>

14. While the BVCV Lease cannot be assigned to Assignee for the reasons set forth above, it is possible that the Debtors could find a replacement assignee that would not violate the terms of the Dick's lease or BVCV's leases with other tenants in the Tulsa Shopping Center.

15. The Notice states that the cure amount is \$16,143.00.

16. However, as set forth in the Proof of Claim BVCV has filed in these cases and as shown in Exhibit B attached hereto, as of July 6, 2023, the amount of \$33,914.30 is due and owing under the BVCV Lease, excluding attorneys' fees and costs. This amount includes \$18,184.41 that was due and owing as of the Petition Date, plus an additional \$15,729.89 that came due post-petition and that has not yet been paid.

17. To assume the BVCV Lease, and in addition to the other requirements of Section 365 of the Bankruptcy Code, the Debtors must cure all existing defaults pursuant to § 365(b)(1)(A) of the Bankruptcy Code: "If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee ... cures, or provides adequate assurance that the trustee will promptly cure, such default..." 11 U.S.C. § 365(b)(1)(A).

18. BVCV objects to assumption and assignment of the BVCV Lease to anyone unless, in conjunction therewith, all monetary defaults are cured under the lease and all other requirements of Section 365 are satisfied. As set forth above, the amount currently due and

---

<sup>1</sup> This language is also problematic because neither the Court nor BVCV has been provided with information regarding the alterations that the Assignee intends to make.

owing under the lease, excluding attorneys' fees and costs, is \$33,914.30. Further, from and after August 1, 2023, additional amounts will be due under the lease.

19. Finally, the BVCV Lease contains provisions pursuant to which the tenant is responsible for payment of CAM and property tax reconciliations for prior lease periods. Here, it is possible that there will be additional CAM and property tax obligations for periods that relate to the pre-assumption period (including for periods that relate to the pre-petition period).

20. Any Order authorizing assumption of the BVCV Lease should require, in addition to payment of all amounts current due under the lease, a requirement that the Assignee be responsible for any reconciled CAM and property tax charges, even if those reconciled charges relate to periods prior to the date of assumption.

Respectfully submitted,

Dated: July 7, 2023

BODNER LAW PLLC

By: /s/ Jonathan S. Bodner  
Jonathan S. Bodner, Esq.  
55 Cherry Lane, Suite 101  
Carle Place, New York 11753  
Tel: 516-444-3923  
Email: [jbodner@bodnerlawpllc.com](mailto:jbodner@bodnerlawpllc.com)

-and-

RAY QUINNEY & NEBEKER P.C.  
Michael R. Johnson, Esq.  
David H. Leigh, Esq.  
36 South State Street, Suite 1400  
Salt Lake City, Utah 84111  
Tel: 801.323.3326  
Email: [mjohnson@rqn.com](mailto:mjohnson@rqn.com)  
Email: [dleigh@rqn.com](mailto:dleigh@rqn.com)

*Attorneys for BV Waco Central Texas  
Marketplace, LLC*

# EXHIBIT A



345 Court Street, Coraopolis, PA 15108

Matthew D. Irvin, Vice President, Associate General Counsel | Office Phone: (724) 273-3934 | E-Mail: Matthew.Irvin@dcsgr.com

July 6, 2023

**VIA FEDERAL EXPRESS**

BVCV Union Plaza, LLC  
2194 Snake River Parkway, Suite 300  
Idaho Falls, ID 83402

**RE: Notice of Exclusive Use Restriction Violation  
Tulsa, OK – Store No. 1001**

Dear Landlord:

Dick's Sporting Goods, Inc. ("DSG") is the tenant under that certain Lease dated April 29, 2023 (as amended, collectively, the "Lease") with BVCV Union Plaza, LLC ("Landlord"), as landlord, for approximately 51,610 square feet of LFA located in the Union Plaza Shopping Center in Tulsa, Oklahoma, as more particularly described in the Lease. All capitalized terms used herein shall have the meanings given to such terms in the Lease, unless otherwise defined herein.

Section 1.5 of the Lease contains a use restriction in favor of DSG that prohibits, among other things, Landlord's leasing of space in the Shopping Center for any "Precluded Use Activities". Under the Lease, Precluded Use Activities include, among other things, the sale of sporting goods and sporting equipment, including golf equipment and accessories, and athletic footwear.

On April 23, 2023, Bed Bath & Beyond Inc. and certain of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). On June 27, 2023, the Debtors filed the enclosed *Notice of Successful and Backup Bidder with Respect to the Phase 1 Auction of Certain of the Debtors' Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Doc. No. 1114] (the "Notice"), pursuant to which the Debtors provided notice of their intent to assume the lease between the Debtors and Landlord for space located at the Shopping Center (the "BBB Lease") and to assign the same to PGA Tour Superstore. As more fully set forth in the Notice, a hearing to consider approval of the Debtors' assumption and assignment of the BBB Lease is scheduled for July 18, 2023, at 2:30 pm ET, and the deadline for parties in interest to object to the Debtors' assumption and assignment of the BBB Lease is July 11, 2023, at 5:00 p.m. ET.

To assume and assign an unexpired lease, a debtor must demonstrate adequate assurance of future performance by the assignee of such lease. See 11 U.S.C. § 365(f)(2)(B). In the context of a shopping center lease, adequate assurance includes, among other things, (i) assurance that assumption or assignment of the lease is subject to all the provisions thereof, including provisions such as a radius, location, use, or exclusivity provision, and will not breach any such provision contained in any other lease, financing agreement, or master agreement relating to such shopping



BVCV Union Plaza, LLC  
July 6, 2023  
Page 2 of 2

center; and (ii) assurance that assumption or assignment of such lease will not disrupt any tenant mix or balance in such shopping center. *See* 11 U.S.C. § 365(b)(3). In light of the Precluded Use Activities in the Lease and the reasons described more fully below, the Debtors cannot provide adequate assurance of future performance in connection with the proposed assignment of the BBB Lease to PGA Tour Superstore.

DSG's understanding of the Notice is that Landlord can object to the assignment of the BBB Lease to PGA Tour Superstore by filing a "Lease Sale Objection" with the Court prior to July 11, 2023 at 5:00pm EST. Based upon the anticipated use and sales of PGA Tour Superstore's business, DSG believes this retailer's activities in the Shopping Center will be a Precluded Use Activity. Further, DSG's position is that a failure to file a Lease Sale Objection objecting to this assignment is implicit consent of Landlord to such use in violation of Landlord's covenant set forth in Section 1.5(e)(ii) of the DSG Lease. Notably, under Lease Section 1.5(f), Landlord is required to use best efforts to cure any violation of Lease Section 1.5, which best efforts include in this situation the filing of the Lease Sale Objection. Please confirm that Landlord will file a Lease Sale Objection to avoid a default by Landlord of the relevant provisions of the Lease.

Very truly yours,  
DICK'S SPORTING GOODS, INC.



Matthew D. Irvin  
Vice President, Associate General Counsel

cc: BVCV Union Plaza, LLC  
Attn: Legal Counsel  
2194 Snake River Parkway, Suite 300  
Idaho Falls, ID 83402

## EXHIBIT B

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
05/01/2017	Base Rent - Retail (05/2017)	22,383.05	0.00	22,383.05
05/01/2017	Substitution Rent Adjustment for May 2017	-12,348.79	0.00	10,034.26
05/04/2017	Chk# 5174439	0.00	22,383.05	-12,348.79
06/01/2017	Chk# 5174998	0.00	22,383.05	-34,731.84
06/01/2017	Base Rent - Retail (06/2017)	22,383.05	0.00	-12,348.79
06/01/2017	Substitution Rent Adjustment for June 2017	-10,937.50	0.00	-23,286.29
07/01/2017	Base Rent - Retail (07/2017)	22,383.05	0.00	-903.24
07/01/2017	Substitution Rent Adjustment for July 2017	-10,937.50	0.00	-11,840.74
08/01/2017	Base Rent - Retail (08/2017)	22,383.05	0.00	10,542.31
08/01/2017	Substitution Rent Adjustment for August 2017	-10,937.50	0.00	-395.19
09/01/2017	Base Rent - Retail (09/2017)	22,383.05	0.00	21,987.86
09/01/2017	Substitution Rent Adjustment for September 2017	-10,937.50	0.00	11,050.36
10/01/2017	Base Rent - Retail (10/2017)	22,383.05	0.00	33,433.41
10/01/2017	Substitution Rent Adjustment for October 2017	-10,937.50	0.00	22,495.91
10/03/2017	Chk# 5177158	0.00	2,032.20	20,463.71
11/01/2017	ACH110117	0.00	12,856.84	7,606.87
11/01/2017	Base Rent - Retail (11/2017)	22,383.05	0.00	29,989.92
11/01/2017	Substitution Rent Adjustment for November 2017	-10,937.50	0.00	19,052.42
11/03/2017	50% Shared Cost for ADA Ramp Repairs	3,920.00	0.00	22,972.42
12/01/2017	ACH1200117	0.00	11,445.55	11,526.87
12/01/2017	Base Rent - Retail (12/2017)	22,383.05	0.00	33,909.92
12/01/2017	Substitution Rent Adjustment for December 2017	-10,937.50	0.00	22,972.42
12/31/2017	2017 Property Tax Recovery (See attached details)	10,991.93	0.00	33,964.35
01/01/2018	Base Rent - Retail (01/2018)	22,494.85	0.00	56,459.20
01/01/2018	Substitution Rent Adjustment for January 2018	-10,937.50	0.00	45,521.70
01/02/2018	ACH010218	0.00	11,559.67	33,962.03
02/01/2018	ACH020118	0.00	22,551.60	11,410.43
02/01/2018	Base Rent - Retail (02/2018)	22,494.85	0.00	33,905.28
02/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	22,967.78
03/01/2018	Base Rent - Retail (03/2018)	22,494.85	0.00	45,462.63
03/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	34,525.13
03/12/2018	ACH 3/2/18	0.00	11,559.67	22,965.46
04/01/2018	Base Rent - Retail (04/2018)	22,494.85	0.00	45,460.31
04/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	34,522.81
04/11/2018	ACH 4/11/18	0.00	11,559.67	22,963.14
05/01/2018	5/1/18 ACH	0.00	11,559.67	11,403.47
05/01/2018	Base Rent - Retail (05/2018)	22,494.85	0.00	33,898.32
05/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	22,960.82

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

**Make checks payable to: BVCV Union Plaza, LLC**

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
06/01/2018	Base Rent - Retail (06/2018)	22,494.85	0.00	45,455.67
06/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	34,518.17
06/08/2018	ACH 6/4/18	0.00	11,559.67	22,958.50
07/01/2018	Base Rent - Retail (07/2018)	22,494.85	0.00	45,453.35
07/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	34,515.85
07/03/2018	07/02/18 ACH	0.00	11,559.67	22,956.18
08/01/2018	Base Rent - Retail (08/2018)	22,494.85	0.00	45,451.03
08/01/2018	Substitution Rent Adjustment	-10,937.50	0.00	34,513.53
08/31/2018	ACH 8/1/18	0.00	11,559.67	22,953.86
09/01/2018	Base Rent - Retail (09/2018)	22,494.85	0.00	45,448.71
09/06/2018	ACH 9/4/18	0.00	11,559.67	33,889.04
09/14/2018	ACH 9/14/18	0.00	21,875.00	12,014.04
10/01/2018	Base Rent - Retail (10/2018)	22,494.85	0.00	34,508.89
10/10/2018	ACH 10/1/18	0.00	33,434.67	1,074.22
11/01/2018	Base Rent - Retail (11/2018)	22,494.85	0.00	23,569.07
11/07/2018	ACH 11/1/18	0.00	22,497.17	1,071.90
12/01/2018	Base Rent - Retail (12/2018)	22,494.85	0.00	23,566.75
12/13/2018	ACH 12/3/18	0.00	22,497.17	1,069.58
12/31/2018	Annual Property Tax Recovery 2018	13,530.78	0.00	14,600.36
01/01/2019	Base Rent - Retail (01/2019)	22,612.80	0.00	37,213.16
01/09/2019	ACH 1/2/19	0.00	22,615.86	14,597.30
02/01/2019	Base Rent - Retail (02/2019)	22,612.80	0.00	37,210.10
02/12/2019	ACH 2/4/19	0.00	36,146.64	1,063.46
03/01/2019	ACH 3/1/19 - Bed Bath & Beyond took CAM credit's back	0.00	2,907.33	-1,843.87
03/01/2019	Base Rent - Retail (03/2019)	22,612.80	0.00	20,768.93
04/01/2019	Base Rent - Retail (04/2019)	22,612.80	0.00	43,381.73
04/02/2019	ACH 4/2/19	0.00	21,992.95	21,388.78
05/01/2019	Base Rent - Retail (05/2019)	22,612.80	0.00	44,001.58
05/03/2019	ACH 5/2/19	0.00	21,992.95	22,008.63
06/01/2019	Base Rent - Retail (06/2019)	22,612.80	0.00	44,621.43
06/03/2019	ACH 6/3/19	0.00	21,992.95	22,628.48
07/01/2019	ACH 7/1/19	0.00	21,992.95	635.53
07/01/2019	Base Rent - Retail (07/2019)	22,612.80	0.00	23,248.33
08/01/2019	Base Rent - Retail (08/2019)	22,612.80	0.00	45,861.13
08/02/2019	ACH 8/2/19	0.00	21,992.95	23,868.18
09/01/2019	Base Rent - Retail (09/2019)	22,612.80	0.00	46,480.98
09/03/2019	ACH 9/3/19	0.00	21,992.95	24,488.03
10/01/2019	ACH 100119	0.00	21,992.95	2,495.08

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

**Make checks payable to: BVCV Union Plaza, LLC**

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
10/01/2019	Base Rent - Retail (10/2019)	22,612.80	0.00	25,107.88
11/01/2019	ACH 11/1/19	0.00	21,992.95	3,114.93
11/01/2019	Base Rent - Retail (11/2019)	22,612.80	0.00	25,727.73
12/01/2019	Base Rent - Retail (12/2019)	22,612.80	0.00	48,340.53
12/03/2019	ACH 12/2/19	0.00	21,992.95	26,347.58
12/31/2019	Annual Property Tax Recovery 2019	16,196.58	0.00	42,544.16
12/31/2019	Fixed CAM overcharge - 2014	-1,128.60	0.00	41,415.56
12/31/2019	Fixed CAM overcharge - 2015	-2,299.92	0.00	39,115.64
12/31/2019	Fixed CAM overcharge - 2016	-3,519.84	0.00	35,595.80
12/31/2019	Fixed CAM overcharge - 2017	-4,786.20	0.00	30,809.60
12/31/2019	Fixed CAM overcharge - 2018	-6,105.24	0.00	24,704.36
12/31/2019	Fixed CAM overcharge - Jan-Feb 2019	-1,245.82	0.00	23,458.54
12/31/2019	Adjust Mar-Dec 2019 Fixed CAM charge	-6,198.50	0.00	17,260.04
01/01/2020	Base Rent - Retail (01/2020)	22,735.30	0.00	39,995.34
01/02/2020	ACH010220	0.00	21,997.50	17,997.84
01/31/2020	credit for amount overbilled	-737.80	0.00	17,260.04
02/01/2020	Base Rent - Retail (02/2020)	22,735.30	0.00	39,995.34
02/03/2020	ACH020320	0.00	38,194.08	1,801.26
03/01/2020	Estimated - CAM (03/2020)	122.50	0.00	1,923.76
03/01/2020	Base Rent - Retail (03/2020)	21,875.00	0.00	23,798.76
03/02/2020	ACH030220	0.00	21,997.50	1,801.26
04/01/2020	ACH040120	0.00	4,399.50	-2,598.24
04/01/2020	Estimated - CAM (04/2020)	122.50	0.00	-2,475.74
04/01/2020	Base Rent - Retail (04/2020)	21,875.00	0.00	19,399.26
05/01/2020	Estimated - CAM (05/2020)	122.50	0.00	19,521.76
05/01/2020	Base Rent - Retail (05/2020)	21,875.00	0.00	41,396.76
05/01/2020	COVID-19 Deferral - Retail (05/2020)	-21,875.00	0.00	19,521.76
06/01/2020	Estimated - CAM (06/2020)	122.50	0.00	19,644.26
06/01/2020	Base Rent - Retail (06/2020)	21,875.00	0.00	41,519.26
06/01/2020	COVID-19 Deferral - Retail (06/2020)	-21,875.00	0.00	19,644.26
07/01/2020	Estimated - CAM (07/2020)	122.50	0.00	19,766.76
07/01/2020	Base Rent - Retail (07/2020)	21,875.00	0.00	41,641.76
07/01/2020	COVID-19 Deferral - Retail (07/2020)	-21,875.00	0.00	19,766.76
07/24/2020	ACH 20200724	0.00	39,840.50	-20,073.74
08/01/2020	Estimated - CAM (08/2020)	122.50	0.00	-19,951.24
08/01/2020	Base Rent - Retail (08/2020)	21,875.00	0.00	1,923.76
08/03/2020	ACH 20200803	0.00	21,997.50	-20,073.74
08/27/2020	ACH 20200827	0.00	21,997.50	-42,071.24

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

Make checks payable to: BVCV Union Plaza, LLC

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
09/01/2020	Estimated - CAM (09/2020)	122.50	0.00	-41,948.74
09/01/2020	Base Rent - Retail (09/2020)	21,875.00	0.00	-20,073.74
10/01/2020	ACH 20201001	0.00	122.50	-20,196.24
10/01/2020	Estimated - CAM (10/2020)	122.50	0.00	-20,073.74
10/01/2020	Base Rent - Retail (10/2020)	21,875.00	0.00	1,801.26
11/01/2020	Estimated - CAM (11/2020)	122.50	0.00	1,923.76
11/01/2020	Base Rent - Retail (11/2020)	21,875.00	0.00	23,798.76
11/02/2020	ACH 20201102	0.00	21,997.50	1,801.26
12/01/2020	ACH 20201201	0.00	21,997.50	-20,196.24
12/01/2020	Estimated - CAM (12/2020)	122.50	0.00	-20,073.74
12/01/2020	Base Rent - Retail (12/2020)	21,875.00	0.00	1,801.26
12/15/2020	Credit for amount overbilled - February 2020	-737.80	0.00	1,063.46
12/31/2020	Annual Property Tax Recovery 2020	18,241.31	0.00	19,304.77
01/01/2021	COVID-19 Def Repay - Retail (05/2020)	7,291.67	0.00	26,596.44
01/01/2021	Estimated - CAM (01/2021)	127.00	0.00	26,723.44
01/01/2021	Base Rent - Retail (01/2021)	21,875.00	0.00	48,598.44
01/04/2021	ACH 20210104	0.00	29,294.07	19,304.37
02/01/2021	ACH 20210201	0.00	47,535.38	-28,231.01
02/01/2021	COVID-19 Def Repay - Retail (06/2020)	7,291.67	0.00	-20,939.34
02/01/2021	Estimated - CAM (02/2021)	127.00	0.00	-20,812.34
02/01/2021	Base Rent - Retail (02/2021)	21,875.00	0.00	1,062.66
03/01/2021	ACH 20210301	0.00	29,294.07	-28,231.41
03/01/2021	Estimated - CAM (03/2021)	127.00	0.00	-28,104.41
03/01/2021	Base Rent - Retail (03/2021)	21,875.00	0.00	-6,229.41
03/03/2021	COVID-19 Def Repay - Retail (07/2020)	7,291.67	0.00	1,062.26
03/31/2021	Reversed Estimated - CAM (03/2020)	-122.50	0.00	939.76
03/31/2021	Reversed Estimated - CAM (04/2020)	-122.50	0.00	817.26
03/31/2021	Reversed Estimated - CAM (05/2020)	-122.50	0.00	694.76
03/31/2021	Reversed Estimated - CAM (06/2020)	-122.50	0.00	572.26
03/31/2021	Reversed Estimated - CAM (07/2020)	-122.50	0.00	449.76
03/31/2021	Reversed Estimated - CAM (08/2020)	-122.50	0.00	327.26
03/31/2021	Reversed Estimated - CAM (09/2020)	-122.50	0.00	204.76
03/31/2021	Reversed Estimated - CAM (10/2020)	-122.50	0.00	82.26
03/31/2021	Reversed Estimated - CAM (11/2020)	-122.50	0.00	-40.24
03/31/2021	Reversed Estimated - CAM (12/2020)	-122.50	0.00	-162.74
03/31/2021	Reversed Estimated - CAM (01/2021)	-127.00	0.00	-289.74
03/31/2021	Reversed Estimated - CAM (02/2021)	-127.00	0.00	-416.74
03/31/2021	Reversed Estimated - CAM (03/2021)	-127.00	0.00	-543.74

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

Make checks payable to: BVCV Union Plaza, LLC

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
04/01/2021	ACH 20210401	0.00	29,294.07	-29,837.81
04/01/2021	Estimated - CAM (04/2021)	127.00	0.00	-29,710.81
04/01/2021	Base Rent - Retail (04/2021)	21,875.00	0.00	-7,835.81
04/01/2021	Reversed Estimated - CAM (04/2021)	-127.00	0.00	-7,962.81
04/03/2021	COVID-19 Def Repay - Retail (08/2020)	7,291.67	0.00	-671.14
05/01/2021	Base Rent - Retail (05/2021)	21,875.00	0.00	21,203.86
05/03/2021	ACH 20210503	0.00	29,294.07	-8,090.21
05/04/2021	COVID-19 Def Repay - Retail (09/2020)	7,291.67	0.00	-798.54
06/01/2021	ACH 20210601	0.00	29,294.07	-30,092.61
06/01/2021	Base Rent - Retail (06/2021)	21,875.00	0.00	-8,217.61
06/03/2021	COVID-19 Def Repay - Retail (10/2020)	7,291.67	0.00	-925.94
07/01/2021	ACH 20210701	0.00	29,294.07	-30,220.01
07/01/2021	Base Rent - Retail (07/2021)	21,875.00	0.00	-8,345.01
07/04/2021	COVID-19 Def Repay - Retail (11/2020)	7,291.67	0.00	-1,053.34
08/01/2021	Base Rent - Retail (08/2021)	21,875.00	0.00	20,821.66
08/02/2021	ACH 20210802	0.00	29,294.07	-8,472.41
08/03/2021	COVID-19 Def Repay - Retail (12/2020)	7,291.67	0.00	-1,180.74
09/01/2021	ACH 20210901	0.00	29,294.07	-30,474.81
09/01/2021	Base Rent - Retail (09/2021)	21,875.00	0.00	-8,599.81
09/03/2021	COVID-19 Def Repay - Retail (01/2021)	7,291.67	0.00	-1,308.14
10/01/2021	ACH 20211001	0.00	22,002.40	-23,310.54
10/01/2021	Base Rent - Retail (10/2021)	21,875.00	0.00	-1,435.54
11/01/2021	ACH 20211101	0.00	22,002.40	-23,437.94
11/01/2021	Base Rent - Retail (11/2021)	21,875.00	0.00	-1,562.94
12/01/2021	ACH20211201	0.00	22,002.40	-23,565.34
12/01/2021	Base Rent - Retail (12/2021)	21,875.00	0.00	-1,690.34
12/31/2021	Annual Property Tax Recovery 2021	16,335.86	0.00	14,645.52
01/01/2022	Base Rent - Retail (01/2022)	21,875.00	0.00	36,520.52
01/03/2022	ACH 20220103	0.00	22,007.30	14,513.22
02/01/2022	ACH 20220201	0.00	38,343.16	-23,829.94
02/01/2022	Base Rent - Retail (02/2022)	21,875.00	0.00	-1,954.94
03/01/2022	ACH 20220301	0.00	22,007.30	-23,962.24
03/01/2022	Base Rent - Retail (03/2022)	21,875.00	0.00	-2,087.24
04/01/2022	ACH 20220401	0.00	22,007.30	-24,094.54
04/01/2022	Base Rent - Retail (04/2022)	21,875.00	0.00	-2,219.54
05/01/2022	Base Rent - Retail (05/2022)	21,875.00	0.00	19,655.46
05/02/2022	ACH 20220502	0.00	22,007.30	-2,351.84
06/01/2022	ACH 20220601	0.00	22,007.30	-24,359.14

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

Make checks payable to: BVCV Union Plaza, LLC

# STATEMENT

## BVCV Union Plaza, LLC

2194 Snake River Parkway, Suite 300  
PO Box 51298  
Idaho Falls, ID 83405-1298  
(208) 523-3794

**Location:** Union Plaza  
71 Street & Mingo Center  
Tulsa  
OK 74133

## Bed Bath & Beyond

Bed Bath & Beyond #86  
650 Liberty Avenue  
650 Liberty Avenue  
Union, NJ 07083

**Unit:** 05  
**Date:** 07/05/2023

**Message:**

Date	Description	Charges	Payments	Balance
	<b>Balance Forward</b>			0.00
06/01/2022	Base Rent - Retail (06/2022)	21,875.00	0.00	-2,484.14
07/01/2022	ACH 20220701	0.00	22,007.30	-24,491.44
07/01/2022	Base Rent - Retail (07/2022)	21,875.00	0.00	-2,616.44
08/01/2022	ACH 20220801	0.00	22,007.30	-24,623.74
08/01/2022	Base Rent - Retail (08/2022)	21,875.00	0.00	-2,748.74
09/01/2022	ACH 20220901	0.00	22,007.30	-24,756.04
09/01/2022	Base Rent - Retail (09/2022)	21,875.00	0.00	-2,881.04
10/01/2022	Base Rent - Retail (10/2022)	21,875.00	0.00	18,993.96
10/03/2022	ACH 20221003	0.00	22,007.30	-3,013.34
11/01/2022	Base Rent - Retail (11/2022)	21,875.00	0.00	18,861.66
11/02/2022	ACH 20221102	0.00	22,007.30	-3,145.64
12/01/2022	ACH 20221201	0.00	22,007.30	-25,152.94
12/01/2022	Base Rent - Retail (12/2022)	21,875.00	0.00	-3,277.94
12/09/2022	Annual Property Tax Recovery 2022	15,620.54	0.00	12,342.60
01/01/2023	Base Rent - Retail (01/2023)	21,875.00	0.00	34,217.60
01/03/2023	ACH 20230103	0.00	22,012.55	12,205.05
02/01/2023	Base Rent - Retail (02/2023)	21,875.00	0.00	34,080.05
02/09/2023	ACH 20230209	0.00	37,633.09	-3,553.04
03/01/2023	Base Rent - Retail (03/2023)	21,875.00	0.00	18,321.96
03/09/2023	ACH 20230309	0.00	22,012.55	-3,690.59
04/01/2023	Base Rent - Retail (04/2023)	21,875.00	0.00	18,184.41
05/01/2023	ACH 20230501	0.00	5,870.01	12,314.40
05/01/2023	Base Rent - Retail (05/2023)	21,875.00	0.00	34,189.40
05/02/2023	ACH 20230502	0.00	22,012.55	12,176.85
06/01/2023	Base Rent - Retail (06/2023)	21,875.00	0.00	34,051.85
06/02/2023	ACH 20230602	0.00	22,012.55	12,039.30
07/01/2023	Base Rent - Retail (07/2023)	21,875.00	0.00	33,914.30

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
21,875.00	0.00	12,039.30	0.00	33,914.30

**Make checks payable to: BVCV Union Plaza, LLC**